

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION**

ANTEVORTA CAPITAL PARTNERS, LTD.
Intershore Chambers
Road Town
Tortola
British Virgin Islands

Plaintiff

V.

CONTINENTAL BEVERAGE BRANDS CORPORATION
1189 Old Oak Dr
Oakville, ONT L6M 3K6
Canada

Serve on Resident Agent
Spring Valley Solutions, LLC
4955 S. Durango Drive
Suite 165
Las Vegas, NV 89113

CASE NO:

Defendant

COMPLAINT

Plaintiff, Antevorta Capital Partners, Ltd. ("Antevorta") files this Complaint against Defendant Continental Beverage Brands Corporation ("CBBB"), and alleges:

1. This action is instituted pursuant to 15 U.S.C § 77c(a)(10) (Section 3(a)(10) of the Securities Act of 1933, hereinafter "Section 3(a)(10)") for the issuance of securities in exchange for debt owed by the Defendant to the Plaintiff totaling \$100,000.00.

2. This Court has jurisdiction over the parties hereto based on the Federal Statute.

3. Venue is proper in the Northern District.

4. Plaintiff, Antevorta Capital Partners, Ltd., is a company domiciled in the British Virgin Islands, which transacts business in Baltimore, Maryland.

5. Defendant, Continental Beverage Brands Corporation, is a publicly traded corporation, domiciled in Nevada, headquartered in Canada, and quoted on the OTC Markets under the trading symbol CBBB.

6. Defendant promised to pay \$15,000 to Titan Management, LLC (a "Creditor") as demonstrated by a Convertible Promissory Note in that principal amount dated January 23, 2019 and the supporting documents thereto, including a copy of the Check paid to the Defendant as consideration. A Debt Purchase Agreement dated November 12, 2019 under which Plaintiff acquired the Creditor's Note, is attached hereto and incorporated herein as Exhibit A.

7. Defendant promised to pay \$10,000 to JanBella Group, LLC (a "Creditor") as demonstrated by a Convertible Promissory Note in that amount dated August 9, 2019 and the supporting documents thereto, including a copy of the Check paid to the Defendant as consideration. A Debt Purchase Agreement dated November 12, 2019 under which Plaintiff acquired the Creditor's Note, is attached hereto and incorporated herein as Exhibit B.

8. Defendant promised to pay \$75,000 to Plaintiff as demonstrated by a Convertible Promissory Note in that principal amount dated November 12, 2019 and the supporting documents thereto, including a wire transfer

confirmation paid to the Defendant as consideration, attached hereto and incorporated herein as Exhibit C.

9. Each of the aforementioned Convertible Promissory Notes issued by Defendant to Plaintiff or to other Creditors and subsequently purchased by Plaintiff (together the "Notes"), as detailed in Exhibits A through C, remain unpaid.

10. Based upon the Notes, the Defendant is responsible and liable to Antevorta for repayment thereof.

11. Defendant has defaulted on its obligations to pay the Notes pursuant to the Exhibits attached hereto.

12. Antevorta has made demand upon Defendant for payment of the subject debts; however, Defendant has failed to pay same.

13. As a direct and proximate result of the failure of Defendant to pay the debts which are the subject of this Complaint, Plaintiff Antevorta has been damaged.

14. On October 2, 2020, Defendant affirmed its indebtedness to Plaintiff, and the parties entered into a Settlement Agreement pursuant to Section 3(a)(10), a copy of which attached hereto and incorporated herein as Exhibit D. Among other things, Exhibit D sets Maryland as the Venue for any action related thereto.

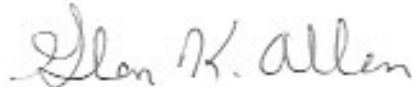
15. As a direct and proximate result of the failure of Defendant to pay the debts which are the subject of this Complaint, Plaintiff has been damaged.

16. Defendant's public securities filings detail its inability to repay Plaintiff using cash, and Plaintiff seeks a settlement pursuant to Section 3(a)(10) of the Securities Act of 1933 whereby Defendant would issue shares of its publicly traded common stock as payment for the debts owed to Plaintiff.

17. Section 3(a)(10) requires that a hearing be conducted as to the fairness of the terms and conditions of the exchange of debt for securities.

WHEREFORE, Plaintiff requests this Honorable Court schedule a hearing to determine the fairness of the proposed settlement and for such other and further relief as is deemed appropriate.

Respectfully submitted,



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Baltimore, MD 21212
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410-802-6453

Date: October 14, 2020